

EXHIBIT A
OPERATING PLAN

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I) INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) at Mojave National Preserve (hereinafter referred to as the “Preserve”) will serve as a supplement to draft Concession Contract CC-MOJA001-07 (hereinafter referred to as the “Contract”). It describes specific operating responsibilities of the Concessioner and the Preserve with regard to those lands and facilities within the Preserve which are assigned to the Concessioner for the purposes authorized by the Concession Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions will be consistent with the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superseded or amended.

II) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan.

- (1) **Affirmative Acquisition.** Donating, buying, or purchasing preference of a product over a similar product because of certain characteristics or properties.
- (2) **Environmental Purchasing.** The affirmative acquisition of environmentally preferable products.
- (3) **Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) **Hazardous Chemical.** Any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.120.
- (5) **Hazardous Material.** A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.
- (6) **Hazardous Substance.** Any hazardous waste, hazardous chemical or hazardous material.
- (7) **Hazardous Waste.** The definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (8) **Incidental.** A spill or release of a hazardous substance that does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. An incidental spill

may be safely cleaned up by employees who are familiar with the hazards of the chemicals with which they are working.

- (9) **Non-incidenta**l. A spill or release that is not an incidental spill or release.
- (10) **Pollution Prevention**. "Source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (11) **Post-consumer Material**. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (12) **Recycling**. The act of producing new products or materials from previously used and collected materials.
- (13) **Universal Waste**. The definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (14) **Waste Prevention**. Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- (15) **Waste Reduction**. Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

III) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Preserve, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the authorized Concession facilities and services within the Preserve;
- (2) Will employ a staff with the expertise and training to operate all services authorized under this Contract;
- (3) Has full authority to act as a liaison in all Concession administrative and operational matters within the Preserve; and,
- (4) Has the responsibility for implementing the policies and directives of the Service.

B) National Park Service

The Superintendent of Mojave National Preserve has the responsibility for all Preserve operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including Concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Preserve. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services; and
- (3) Review and approval of construction and all improvements to facilities.

IV) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) *Obligation.* The Concessioner will provide year-round services as defined in the Contract for the Preserve's visitors. The following hours are considered the minimum operating hours and can not be changed without prior written authorization from the Superintendent. The Concessioner will submit, for approval, the operating schedule for the Beanery within **30 days of Contract award**, and by **November 1st** for each subsequent year thereafter. The Preserve will give reasonable notice of any schedule changes that it may initiate. In no event will the Concessioner fail to open on a designated business day or close earlier than the minimum operating hours, except for natural disasters and/or other bona fide emergencies or authorized by the Superintendent. The hours of operation will be prominently displayed at the Beanery and will be included in all Preserve information brochures, newspapers, etc.
- (2) *Minimum hours of operation.* The Beanery will be open, at a minimum, from 9:00 a.m. to 5:00 p.m.; seven days a week, which will include all weekends. The Beanery will not be open Christmas day in connection with the Kelso Train Depot Visitor Center.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* It is the objective of Service to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be in accordance with current Concessions Management Guidelines (NPS-48). The Concessioner will develop its rates for food and beverage service in accordance with the current Service Core Menu Guidelines. After the Superintendent approves the rates for the initial core menu, the Superintendent will review those core menu items regularly on the menu based on comparability analysis.
- (2) *Rate Approval.* It is the responsibility of the Concessioner to submit rate requests by **November 1st** for the next calendar year, all requests must be made in writing to the Superintendent. The Superintendent will approve, disapprove or adjust rates and will inform the Concessioner within **30 days** of the rate request submittal. New rates will not be implemented until the Superintendent provides written approval.
- (3) *Information Required.* The Concessioner will provide detailed information necessary to enable the Preserve to assess rates, i.e., pertinent information should include, at a minimum, established criteria and comparable data, more information about what should be included in the request is outlined in the current Concession Management Guidelines (NPS-48).
- (4) *Rate Compliance.* The Services' Concession Management staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.
- (5) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates that are not available to the general public.
- (6) *Discounted Items.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), item or service will be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.

C) Evaluations

The Concessioner will manage operations and services to ensure protection of resources, compliance with public health, environmental and safety requirements, and provide satisfactory services for Preserve visitors within the assigned areas of responsibility. The operation of facilities and services required by this Contract will conform to the evaluation standards set forth in the current Concession Management Guidelines (NPS-48).

The Service and/or its representatives and the Concessioner will separately evaluate and monitor Concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental management including Best Management Practices, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and visitor satisfaction, concerns, and reactions.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Service.

- (1) *Frequency of Operational Evaluations.* The Preserve will conduct a minimum of one, unannounced periodic evaluation of the Concession facilities and services to ensure conformance to operational standards.
- (2) *Pre-season Inspections.* Each year, prior to the peak season of operation, an inspection may be conducted by the representatives of the Preserve and the Concessioner. At the time of this inspection, the Preserve's representative will explain to the Concessioner the specific items to be evaluated during the periodic inspections, such as determining Concessioner maintenance work needed and to approve and accept completed maintenance work.
- (3) *Periodic Operations Evaluations and Inspections.* The Service will conduct periodic inspections of Concession facilities and services to evaluate conformance to operational standards. The on site manager will be contacted at the time of evaluations so that a Concessioner representative may accompany the Preserve's evaluator. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (4) *Public Health.* The Concessioner will maintain and follow a formal, written food service sanitation self-inspection program. The Preserve will help develop and/or update the program as necessary.
- (5) *Other Evaluation Criteria.* The Concessioner may also be evaluated in terms of compliance with Contract requirements, such as timely payment of franchise fee, timely submission of annual financial report, timely and accurate submission of medical logs, and proof of general liability, automobile (if applicable), and workers compensation insurance.
- (6) *Health and Safety Inspections*
 - (a) Service Risk Management Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.
 - (b) Public Health Inspections. A US Public Health Service Sanitarian will conduct unannounced periodic inspections of the Concessioner's food and beverage and other food sales.

- (c) Food and Beverage Operations. The Concessioner will develop and follow a Hazard Analysis Critical Control Point (“HACCP”) Plan, consistent with the current Food Code published by the US Public Health Service, which will be available from the Area upon request. The Service may help develop and update the program as necessary.
- (d) Concessioner Safety Inspection. The Concessioner’s Safety Manager will perform periodic documented interior and exterior safety inspections of all Concession facilities in accordance with its documented Risk Management Program. The Concessioner’s Safety Manager will assure employee compliance with health, fire, and safety code regulations as well as the Preserve’s policies and guidelines.

(7) *Fire Inspections*

- (a) The Service. The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the National Park Service. The Preserve’s Fire Management Officer will complete structural fire inspections, at no cost to the Concessioner.
 - (b) The Concessioner. The Concessioner will work with the Preserve’s Fire Management Officer to schedule bi-annual structural fire inspections to ensure compliance with the National Fire Protection Code. The Preserve’s Fire Management Officer can be reached at (760) 252-6132.
 - (c) Fire Drills. The Concessioner will conduct routine fire drills, in cooperation and under the guidance of the Service AHJ, of all concession facilities as required by the Risk Management Plan and NPS Reference Manual #58 (Structural Fire Management).
- (8) *Environmental Audit*. The Service has established a Concession Environmental Audit System to facilitate Concessioner compliance with all applicable environmental requirements, implementation of best management practices, promotion of sound environmental practices, and awareness and accountability for environmental management. The scope of the audit includes applicable federal, state and local laws and regulations, applicable Department of the Interior and Service policies and regulations, and other criteria as contained within the current NPS Environmental Audit Program Operating Guide and the Concession Environmental Audit System (“CEAS”) Guide. Audits will be conducted at least every five years.
- (9) *Visitor Comments*. In order to elicit responsive visitor comments, the Concessioner will utilize Service-approved comment cards available to visitors in order to measure service and quality standards, pricing, and overall park experience.
- (a) The Concessioner will respond within ten business days, in writing, to all visitor complaints regarding Concessioner facilities or services. A copy of the response with any supporting material will be provided to the Service.
 - (b) The Concessioner will forward to the Superintendent all comments on a monthly basis and all complaints on a weekly basis.
 - (c) The Preserve will forward to the Concessioner any comments and/or complaints received regarding Concessioner facilities or services. The Concessioner will investigate and respond to any complaints within ten business days. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any Preserve responses will be forwarded to the Concessioner.

D) General Policies

- (1) *Facilities Use.* Concession facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the Concession Contract without written permission from the Preserve.
 - (a) Smoking Policy. All Concession facilities are designated as non-smoking.
- (2) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in facilities and upon lands assigned to the Concessioner. Procedures for the handling of lost and found property will conform to DO 44, Personal Property Management and Personal Property Management Handbook No. 44, which can be found at <http://www.nps.gov/refdesk/DOrders/DOrder44.html>
 - (a) *Concessioner Responsibility.* Items will be turned over to Concessioner personnel responsible for administering the lost and found program and tagged to identify the item, date, location, and name of finder. Items of value will be reported to the Service as soon as possible. If an item is not claimed within seven (7) days, it shall be turned over to the Visitor Center front desk in accordance with the Preserve's lost and found policy. Whenever possible, the Concessioner shall attempt to identify the ownership of the found item and provide this information to the Preserve. Guests who have lost or found items should be directed to the Visitor Center front desk for reporting.
 - (b) *Returning of Property.* Owners claiming property may sign to receive property on location after proper identification of the item and owner has been established. No property will be released without the claimant's name, address, and signature acknowledging receipt of property.
 - (c) Concessioner and Preserve employees and volunteers are not entitled to claim lost and found items.
- (3) *Credit Cards.* Credit cards will be honored and at a minimum, MasterCard and Visa will be accepted.
- (4) *Vehicles*
 - (a) Concessioner Parking. The Concessioner will ensure that Preserve-approved designated areas are used to park and store vehicles and equipment in a safe, organized manner.
 - (b) Identification. Concessioner owned vehicles will be discreetly identified with the Company name and logo.
- (5) *Interactions with Wildlife*
 - (a) The feeding of wildlife within a National Park Service area is not permitted. The Concessioner will not encourage the feeding of wildlife at any facility.

E) Human Resources Management*(1) Employee Hiring Procedures*

- (a) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year. The Concessioner will attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

- (b) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible, a drug free workplace environment. Should any illegal drug use occur within the Preserve, it must be promptly reported by the Concessioner to the Superintendent.
 - (c) Background Checks. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire, or retain, any person known to have an outstanding warrant for arrest.
 - (d) Driver Requirements. Drivers of trucks will have a valid State operator's license for the size and class of vehicle being driven.
 - (e) Equal Opportunity. The Concessioner and its employees shall not discriminate against any individual because of race, creed, color, sex, national origin, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.
 - (f) Preserve Employees. The Concessioner will not employ in any status a Preserve employee, his/her spouse, or minor children of the Preserve employees without the Superintendent's written approval.
- (2) *Employee/Staffing Practices*. Employees will project that hospitable, friendly, helpful, positive attitude, be capable of and willing to answer visitor's questions, and provide visitor assistance.
- (3) *Interpretation*. Interpretive messages will be included on menus, placemats, paper cups, 10 cards, etc. The Concessioner will explore a wide array of avenues for conveying intricate messages to visitors on Park-related themes and topics such as resource protection, appreciation of the Preserve's values, and National Park Service goals.
- (4) *Employee Identification and Appearance*. The Concessioner will ensure that all employees wear uniforms or standardized clothing with a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude as well as be capable of and willing to answer visitors' questions (about both job and general Preserve information). Employees shall conduct themselves in a professional manner at all times.
- (5) *Training*
- (a) Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concession employees. These sessions shall stress work performance, including a thorough knowledge of food safety, Preserve regulations, the Concessioner's Environmental Management Program, and responsibilities for performing their duties. It also shall include product and service presentation, cleanliness, employee attitudes, and Preserve philosophy and policy. The orientation will be given to Concessioner employees at the start of their employment, and refresher training given annually thereafter.
 - (b) Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational and safety orientation information and/or services. The Concessioner will work closely with the Preserve to improve the methods of preparing and presenting effective interpretive information. Training will be coordinated with the Preserve.
 - (c) Orientation. All concession employees should attend Orientation Training provided by the Preserve. One employee is required to attend annually. The Preserve will coordinate the dates/times for this training with the Concessioner. Concession employees may be able to participate in park interpretative training at Mojave National Preserve. The

Concessioner will also provide mandatory employee orientation and training and will inform employees of park regulations and requirements that affect their employment and activities while residing and working in Mojave National Preserve.

- (d) Environmental and Risk Management. The Concessioner will provide applicable training in environmental and risk management to employees annually.
 - (e) The Preserve Training. Employees shall be encouraged to attend any Service-sponsored training relating to Concession operations in the Preserve. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service.
- (6) *Delays*. Sufficient staff shall be allotted to prevent undue delays. Determination of undue delay will consider the kinds of service being rendered and situations or conditions beyond the control of the Concessioner, such as unanticipated influxes of visitors or sudden weather changes.

V) RISK MANAGEMENT

A) Documented Risk Management Program

Per the Occupational Safety and Health Act of 1970 and the National Park Service Risk Management Program, the Concessioner will provide a safe and healthful environment for all of its employees and visitors. A Risk Management Program will be developed and maintained by the Concessioner to implement an appropriate safety program. The initial plan will be developed and submitted to the Preserve within **120 days** after Contract execution. The Concessioner shall ensure that the Preserve has a current copy of the Concessioner Risk Management Program and any updates to this Program. This plan will be reviewed and approved by the Preserve annually, in accordance with Occupational Safety and Health Administration (“OSHA”), NFPA and Service guidelines. The program will include, at a minimum, the following components:

- Management’s Policy Statement, Duties, Employee’s Responsibilities, and Administration.
- Inspection and Abatement.
- Accident Investigation and Reporting.
- Safety/Health Committee.
- Training.
- Emergency Procedures.

B) Emergency Response

- (1) *General*. The Concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws.
- (2) *National Park Service Plans*. The Concessioner will be familiar with the Preserve’s Emergency Response Plan, Continuity of Operations Plan. Copies will be provided upon request.
- (3) *Reporting*.
 - (a) The Concessioner will notify the Preserve immediately when a release of a hazardous substance occurs. Proper safety actions must be implemented immediately in accordance with the Concessioner’s emergency response plans and procedures.

- (b) The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under Applicable Laws to the Preserve in accordance with Section 6d of the Contract.
- (c) The Concessioner will also submit to the Preserve, upon request, applicable hazardous materials storage and toxic release information necessary for Preserve EPCRA reporting.

VI) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner will prepare, with guidance from the Service, and Environmental Management Program (“EMP”) in accordance with Section 6 of the Contract and the plan will be updated annually. Further specifications and requirements are found in other sections of this Operating Plan and the Maintenance Plan, Exhibit E, to the Contract.

VII) EMERGENCY SERVICES

A) Law Enforcement

- (1) *NPS Law Enforcement.* The Preserve will provide visitor protection, and will handle all violations of Federal, State, County or Service regulations or policies. State or County officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.
- (2) *Concessioner Personnel.* Concessioner-employed personnel have only the authority of private citizens in their interaction with Preserve visitors. They have no authority to take law enforcement action or to carry firearms.

B) Fire Protection

- (1) The Service and the Concessioner will jointly provide fire protection to the facility, with primary responsibility lying with the Preserve.
- (2) Fire prevention and protection will be primary considerations at all facilities.
- (3) All facilities will conform to the applicable National Fire Protection Association (NFPA) Codes unless specific variance is granted by the Preserve. A fire extinguisher suitable for use on all classes of fires in compliance with NFPA standards must be located in each building. The Concessioner shall train and equip personnel for evacuation of employees and stock. The Concessioner shall ensure that fire detection and fire suppression equipment (including all fire extinguishers) is maintained in good operating condition at all times in the food service area. It is also the Concessioner’s responsibility to detect and report all structural fires immediately.
- (4) Structural fire suppression is the primary responsibility of the Preserve. The primary focus shall be on the effective prevention of fires and the evacuation of persons from the premises.

C) Emergency Medical Care

- (1) *Preserve Response.* The Preserve and Baker Ambulance Service are responsible for emergency medical care.
- (2) *Emergency Reporting Procedures.* All Concessioner employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g. a call back number at their location. Federal Interagency Communications Center Dispatch will dispatch law enforcement and emergency personnel as needed. Any injury sustained by a visitor or employee in a concession facility and all medical emergencies shall be immediately

reported to the Preserve. The Preserve will investigate all visitor and employee accidents which require medical attention.

VIII) PUBLIC RELATIONS

A) Required Notices

- (1) The following notices will be prominently posted at all Concessioner registration and payment areas:

“This service is operated by (Concessioner’s name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.”

Please address comments to: Superintendent
Mojave National Preserve
2701 Barstow Road
Barstow, CA 92311

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both. Complaints of violations of this prohibition should be addressed to the Director, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127."

B) Public Statements

All questions concerning operations in the Preserve or with the Preserve or concerning any incidents occurring within the Preserve will be referred to the Superintendent.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Preserve must approve all promotional material prior to publication, distribution, broadcast, etc. The Concessioner will contact the Preserve well in advance to establish specific time frames for each project review. The Preserve may require unapproved promotional material removed from circulation.
- (b) Changes. Brochure changes and layout should be submitted to the Superintendent for review at least **30 days** prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Service assistance is required to help develop the product. The Concessioner should contact the Preserve well in advance to establish specific time frames for each project.
- (c) Material Specifications. All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper and/or tree-free products and double-sided. The use of soy-based inks is also recommended.

- (2) *Statements.* Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior, to serve the public in Mojave National Preserve.

IX) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Food and Beverage Operations

- (1) *Facility Use.* The Concessioner will not use the facilities assigned within the Contract to provide catering services outside the Preserve without the consent of the Superintendent.
- (2) *Management.* The Concessioner will ensure that a manager and/or other key personnel will be visible in the food service facility during the peak service hours of operation.
- (3) *Menus.* All menus will maintain a price range that accommodates the general range of Preserve visitors. The Concessioner will offer an all-American, 1930s-40s menu that will interpret the Beanery's historic fare. The Concessioner is encouraged to provide a range of food that provides for a wide variety of visitors, including vegetarian entrées, heart healthy entrées, light eaters and entrées, and children's menus.
- (4) *Food Handlers.* All food handlers who provide food service will be fully trained. At least one manager on staff must have Serve Safe® certification. Food handlers in a training status will be accompanied by a certified food handler.
- (5) *Alcohol Sales.* No alcoholic beverages will be sold by the Concessioner.
- (6) *US Public Health Code.* All food preparation and dishwashing will conform to US public health code requirements.
- (7) *Garbage collection.* The Preserve will provide dumpsters outside of the building for the Concessioner's trash. The Concessioner is responsible for hauling its own garbage to dumpsters; garbage should be taken to dumpsters daily. Garbage receptacles will be closed at all times.
- (8) *To-Go Service.* Sales of the menu items for carry-out or to-go are authorized.

B) Merchandise

- (1) *Limited Merchandise Items.* The Concessioner is authorized to sell a limited amount of merchandise, such as water bottles, mugs, coffee tumblers, t-shirts, film, and cameras directly associated with the historic Kelso Depot train station and the Beanery if such sale does not impede or interfere with the required services.

X) Reporting Requirements

A) Preserve Reports

Annual Performance Evaluation. The Preserve will prepare the Concessioner's annual performance evaluation during **February** for the preceding calendar year. The Concessioner will meet with the Superintendent and/or his/her representative(s) to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Operational Reports

- (1) *Visitor Use Data.* In order to monitor visitor use, detect visitor trends, and provide data to satisfy reporting requirements, visitor use data is required monthly of the Concessioner. The Concessioner will complete the visitor utilization sheet, listing the number of monthly meals served, total monthly food and beverage revenues, average check size, and monthly retail sales. This information is due by the **10th day of the following month**. A sample of this

operational report form is included as Attachment A of this Operating Plan. From time to time the Preserve may redesign this form in order to best obtain data from the Concessioner. Even if no meals are served or retail items are sold during a month, the Concessioner will complete a form for each month the Concessioner operates.

- (2) *Human Illness Reporting.* Information on all employee human illnesses, whether employees for guests, is to be promptly reported to Preserve's safety office. This information, along with other information received, will be evaluated by the Preserve, who may consult with the Public Health Service to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports will be made by telephone.
- (3) *Incident Reports.* The Concessioner will immediately report to Federal Interagency Communications Center Dispatch at (909) 383-5652:
 - (a) Any fatalities or visitor-related incidents that could result in a tort claim to the United States or the Concessioner.
 - (b) Any incident involving property damage to a visitor's property or government owned property.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle accidents.
 - (f) Any incident that affects Preserve resources, including removal of animals from the Preserve.
 - (g) Any known or suspected violations of the law.
- (4) *Hazardous substance spills.* The Concessioner will immediately report spills to the Federal Interagency Communications Center Dispatch.

XI) Utility Responsibility

A) Concessioner

- (1) The Concessioner is responsible for contracting independent suppliers to provide year-round utility services not provided by the Preserve. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner is liable for prompt payment of electricity, fuel, refuse collection, telephone, sewage disposal, water or any other utility or service, whether made by governmental authority, public or community Service Company.

B) The Service

- (1) The Service will provide electricity, gas, water, and garbage services to the Concessioner's assigned facilities. The Service will bill on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing at least **sixty (60) days in advance** of new rate implementation.

XII) Volunteers in the Preserve (VIP) Program

The Concessioner will encourage and permit its employees to participate in the Preserve's Volunteers in Parks (VIP) program.

Approved, effective _____, 2007

By: _____

Dennis Schramm
Superintendent, Mojave National Preserve

ATTACHMENT A
MONTHLY UTILIZATION REPORT

Report due by the 10th of each month. Reports may be faxed to Lisa Wilson, Administrative Officer at (760) 252-6174.

Month	Number of Covers (Meals Served)	Total Revenues	Average Food Check	Total Retail Sales
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
TOTAL				